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JAN 08 2008

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

JAN 08 2008

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,)
)
)
v.)
)
MARIO CARROLL)
)
)
	No. 07 CR 840-1
	Judge Susan E. Cox

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on December 20, 2007, and for and in consideration of bond being set by the Court for defendant MARIO CARROLL in the amount of \$75,000, being secured by real property, Margaret T. Carroll hereby warrants and agrees:

1. Margaret T. Carroll warrants that she is the sole record owner and titleholder of the real property located 911 N. Central, Chicago, Illinois, described legally as follows:

THE NORTH 1/2 OF LOT 10 IN BLOCK 5 IN THE SUBDIVISION OF PART OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1869 AS DOCUMENT NO. 1135885, IN COOK COUNTY, ILLINOIS.

P.I.N: 16-04-318-005-0000.

Margaret T. Carroll warrants that there is one outstanding mortgage against the subject property and that the equitable interest in the real property is at least \$75,000.

2. Margaret T. Carroll agrees that her equitable interest in the above-described real property, may be forfeited to the United States of America, should the defendant MARIO CARROLL fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. Margaret T. Carroll further understands and agrees that, if the defendant MARIO CARROLL should violate any condition of the Court's release order, and her equity in the property is less than \$75,000 she will be liable to pay any negative difference between the bond amount of \$75,000 and her equitable interest in the property, and Margaret T. Carroll hereby agrees to the entry of a default judgment against her for the amount of any such difference. Margaret T. Carroll has received a copy of the Court's release order and understands its terms and conditions. Further, the surety understands that the only notice she will receive is notice of court proceedings.

3. Margaret T. Carroll further agrees to execute a quitclaim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. Margaret T. Carroll understands that should defendant MARIO CARROLL fail to appear or otherwise violate any condition of the Court's order of release, the United States may obtain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.

4. Margaret T. Carroll further agrees that she will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court.

5. Margaret T. Carroll further understands that if she has knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for defendant MARIO CARROLL she is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. Margaret T. Carroll agrees that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder of Deeds as notice of encumbrance in the amount of the bond.

6. Margaret T. Carroll hereby declares under penalty of perjury that she has read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.

Date: 12-19-07

Margaret T. Carroll
Margaret T. Carroll
SURETY/GRANTOR

Date: 12-19-07

Barb Bissell
Witness

Return to:

Ann Bissell
U.S. Attorney's Office
219 S. Dearborn, 5th Floor
Chicago, Illinois 60604
/dc